

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

Victoria A. Amelina, an individual; and
A.A.; D. S and B.S., each individuals
and minors by and through their
Guardian Ad Litem, Victoria A.
Amelina,

Plaintiffs,
vs.

Manufacturers and Traders Trust
Company aka M&T Bank, Safeguard
Properties, LLC, and the Wolf Law
Firm, A Law Corporation,

Defendants.

Case No.: 3:14-cv-01906-WQH-NLS

**ORDER GRANTING JOINT
MOTION TO EXTEND
DEADLINE TO FILE JOINT
MOTION FOR
DETERMINATION OF
DISCOVERY DISPUTE NO. 1**

(Dkt. No. 92)

1 Before the Court is Plaintiffs' and M&T Bank's stipulation and joint motion
2 to extend the deadline to file their Joint Motion for Determination of Discovery
3 Dispute No. 1 regarding Plaintiffs' responses to M&T's discovery requests.¹
4 M&T's discovery requests consisted of Requests for Production of Documents,
5 Set 1; Requests for Admissions, Set 1; and Interrogatories, Set 1.

6 For good cause shown, the Court **GRANTS** the parties' joint motion.
7 Accordingly, **IT IS ORDERED** that the deadline for the parties to file their
8 Discovery Dispute No. 1 is extended to **March 24, 2017**.

9 **IT IS SO ORDERED.**

10 Dated: February 28, 2017



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12 Hon. Nita L. Stormes
13 United States Magistrate Judge

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22 ¹ The parties began each paragraph in their stipulation with the word "whereas."
23 "Whereas" is an "archetypal legalism [that] used to be every lawyer's idea of how
24 to begin a contract. No longer. One easy way to avoid it ... is to use the subtitle
25 'Background' or 'Recitals,' followed by short declarative sentences explaining
what's about to be done and why." Bryan Garner, Ax these terms from your legal
writing, ABA JOURNAL (Apr. 2014),
26 http://www.abajournal.com/magazine/article/ax_these_terms_from_your_legal_writing/. The Court notifies the parties that it appreciates when plain language is
27 used, and appreciates when parties avoid using unnecessary "legalese" like
28 "whereas" whenever possible.